

BUILDING AGREEMENT

2003 - 2007

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Between
LABORERS' LOCAL 500
TOLEDO, OHIO

Laborers' District Council of Ohio
Laborers' International Union
of North America, AFL-CIO



and
Associated General Contractors
of Northwest Ohio Inc.
Labor Relations Division

July 1, 2003 through June 30, 2007

58 pages

Laborers' Local 500

Affiliate of

Laborers' International Union of North America, AFL-CIO

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AGREEMENT

(1) This Agreement, entered into as of the 1st day of July 2003, by and between the Associated General Contractors of Northwest Ohio, Inc., Labor Relations Division (hereinafter referred to as "**Employer**") and Local No. 500, Laborers' International Union of North America and Laborers' District Council of Ohio (hereinafter referred to as the "**Union**").

(a) It is specifically understood and agreed that the Laborers' District Council of Ohio, as an entity, separate and apart from the Local Unions of which it is comprised, shall not be liable hereunder for any reason whatsoever, including but not limited to acts of local unions which are members of Laborers' District Council of Ohio.

ARTICLE I TERM OF AGREEMENT

(2) This Agreement shall become effective July 1, 2003, and shall remain in full force and effect until midnight June 30, 2007, and from year to year thereafter unless either party desires to modify or terminate the Agreement and files a notice in writing of its desire to terminate or modify at least sixty (60) days prior to midnight June 30, 2007, or prior to midnight June 30th of any subsequent year. The parties hereby waive any rights they may have to repudiate this Agreement during the term of the Agreement or during the term of any extension, modification or amendment to this Agreement.

ARTICLE II COLLECTIVE BARGAINING UNIT

(3) The persons, firms, corporations, joint ventures or other business entities bound by the terms of this Agreement are referred to in this Agreement as "**Employer**" or "**Em-**

ployers." The Employers and the Union, by entering into this Agreement, intend to and agree to establish a single multi-employer collective bargaining unit. Any Employer who becomes a party to this Agreement shall thereby become a member of the multi-employer collective bargaining unit established by this Agreement.

(4) Employers covered by this Agreement shall be free to designate their own representatives for the purposes of collective bargaining and contract administration; however, such designation shall not affect the Employer's membership in the collective bargaining unit established by this Agreement.

ARTICLE III

UNION RECOGNITION / HIRING / NONDISCRIMINATION

(5) **UNION RECOGNITION.** The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees performing work designated herein as building construction Laborers' work with respect to hours of work, wages, rates of pay and all other conditions of employment.

(6) Each Employer, in response to the Union's claim that it represents an uncoerced majority of each Employer's employees, acknowledges and agrees there is no good faith doubt that the Union has been authorized to and in fact does represent such majority of employees. Therefore, the Union is hereby recognized as the sole and exclusive collective bargaining representative for the employees now or hereafter employed in the bargaining unit with respect to wages, hours of work and other terms and conditions of employment.

(7) It is mutually agreed that all employees who on July 1, 2003, the effective date of this Agreement, are members of the Union shall, as a condition of employment, remain members of the Union in good standing for the term of this Agreement. All employees hired after the effective date of this Agreement and all employees who are not now members of the Union must, as a condition of employment, become and remain members in good standing on the 7th day following the beginning of their employment or the effective date of this Agreement, whichever is the

later.

(8) In interpreting good standing in the Union, the Employer shall not discharge any employee for non-membership in the Union if (1) he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to all members, or (2) if he has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring and retaining membership in the Union.

(9) HIRING. Upon the request of the Employer, the Union will, at times, furnish experienced men capable of performing the work of common labor, but the Employer may hire or discharge whomsoever he desires, within the limitations as set forth in paragraph (8), but the employee and the Union must be given a reason for discharge upon request.

(10) Whenever the Employer adds to his Laborer work force, he shall have the free right to re-employ any Laborer employed by that Employer during the preceding six (6) months. Whenever new hires are employed by the Employer who have not been employed by the Employer during the previous six (6) months, the Employer shall contact the Union. The Union will then refer the 1st, 3rd and 5th person and every other person thereafter employed on each project. If the Employer rejects the applicant referred by the Union, the Employer must contact the Union and obtain the 1st and 2nd replacements from the Union, provided the Union has the replacements available. Such referrals shall have the specific skills required.

(11) The Employer, when employing men, shall give priority to those men who are qualified to do the work and have customarily been employed by Employers in the building and construction industry in the Toledo area or the job area. Men not customarily employed by the building and construction Employers in the area may be employed according to the customs of the trade involved.

(12) Notwithstanding any of the foregoing provisions of this Article, the Union shall indemnify and hold harmless the Employer from any and all claims, demands, suits, charges, complaints, causes of action, judgments, settlements and orders, including costs and attorney fees related thereto, arising out of the operation and administration of the hiring hall and / or referral procedure under this Article. Provided, however, the Employer in order to be held harmless as stated above shall notify the Union within ten (10) days of receipt of said claim, demand, etc. and the Employer shall turn over said claim, demand, etc. to the Union for defense.

(13) An Employer whose business is located outside the jurisdiction set forth in **Article IV** may bring with him one key man on the job. The Employer shall contact the Union and the Union shall refer the 2nd, 3rd, 5th, 6th, 8th, 9th, 11th and every person thereafter hired or employed on the job.

(14) **NONDISCRIMINATION.** The Employer agrees in the employment of employees and the Union agrees in the referral of men and / or the selection of apprentices that there will be no discrimination. The Union and the Employer will not condone or allow any act or conduct which would be contrary to the Civil Rights Act of 1964, as amended, or any state or federal laws or regulations providing for equal employment opportunity and prohibiting discrimination because of race, color, national origin, religion, sex, age or disability.

(15) Whenever in this Agreement "man" or "him" or related pronouns may appear, either as words or parts of words, they have been used for representative purposes and are meant to include both the female and male sexes

ARTICLE IV

WORK JURISDICTION / TENDERS

(16) The jurisdiction of Local No. 500 Laborers of Toledo, Ohio shall cover the following counties: **Deflance, Fulton, Henry, Lucas, Williams and Wood.**

(17) JURISDICTION. The jurisdiction of this Agreement covers all Construction Craft Laborers and Construction Craft Laborer Apprentices work performed on building construction as given by charter grant to the Laborers' International Union from the American Federation of Labor-CIO. Construction Craft Laborers and / or Construction Craft Laborer Apprentices will be referred to here and after as Laborers and / or Apprentices.

(18) MULTI-TRADE TENDER. This International Union and the individuals it represents was chartered to tend various building trade unions (e.g. all material handling to the approximate point of installation and general clean-up) and a Multi-Trade Tender is a natural part of Laborers' jurisdiction.

(19) SCAFFOLDING. The building of scaffolds and staging for cement masons, brick masons, and plasterers includes but is not limited to underpinning, shoring, wrecking, raising and moving of all structures, also wrecking of all structures. Scaffolding also includes but is not limited to receiving, inventory of, distribution of with component parts to stockpile and from stockpiles to closest point of erection, including cleaning and oiling, dismantling and stock piling, banding, boxing of parts for shipment and all rough terrain forklifts.

(20) EXCAVATING AND FOUNDATIONS. This applies to excavating for buildings and all other construction, including airport construction, filtration plants, sewage disposal plants and waterworks; digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, wells, cylinders, dams, dikes, subways; grading, pitman, driving sheeting by maul or jack hammer, also the signaling of all work described herein, including direction of traffic and flag-man on the job site. This includes handling and installation of wellpoints or any other dewatering system, backfill and tamping, pumping of all water, crumbing out all excavations, and cleaning up of all debris (paper, weeds, wiring, ect.), stripping of all forms not going to be re-used on all foundations and piers and the cleaning, oiling, stock piling of forms to closest point of erection and preparing for shipping.

(21) SHAFTS AND TUNNELS, SUBWAYS AND SEWERS. *Construction of sewer shafts, tunnels, subways, culverts; all underground work involved in mines, underground chambers for storage or other purposes, tunnels or shafts for any purpose, whether in free or compressed air. Drilling and blasting, mucking and removal of materials from the tunnels and shafts. The cutting, drilling and installation of material used for timbering or retimbering; lagging, bracing, propping or shoring the tunnel or shaft. Assembly and installation of multiplate, liner plate and rings. Pouring, pumpcreting or guniting of concrete in any tunnel or shaft. Operation, manual or hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary. All concrete work as described above in addition, the hooking-on, signaling and dumping of concrete and material. Installation of well points of any other dewatering system.*

(22) GENERAL EXCAVATING AND GRADING. *This includes all clearing of sites, trees, brush and disposal of same; tamping, filling, back filling, grading and landscaping. Landscaping consists of preparing the soil, digging of holes, planting of trees, shrubs, seed, straw and fertilizer where unskilled or semi-skilled Laborers are connected therewith, including setting up of lasers and grade checking.*

(23) CONCRETE, BITUMINOUS CONCRETE AND AGGREGATES. *This includes concrete, bituminous concrete and aggregates for walls, foundations, floors, or any other construction involving mixing, handling, conveying, grouting, rough grading, pouring in, piling, vibrating, guniting and otherwise applying concrete, whether done by hand or any other operation of motorized wheelbarrows or buggies, or machines of similar character, whether run by gas, diesel or electric power; cutting of nails, wall ties, carrying reinforced rods and mesh, chipping and roughing by hand or any other process; wrecking, stripping, dismantling and handling of concrete forms, pouring, repairing of sidewalks, driveways, filling stations, parking lots, preparing and grading, tamping of earth and excavating of all floors, sidewalks, etc. This also includes placing of concrete aggregates, whether poured, pumped, gunited or placed*

by any other process pertaining to the assembly, bracing, propping, uncoupling of all connections and parts of, or to, equipment used in mixing or conveying concrete, aggregates or mortar, and the cleaning up of such equipment, parts and / or connections. Additionally it includes the aging, curing compounds and sprinkling of foundations of buildings and structures. This includes the building of centers for fireproofing purposes and temporary protective covering of all kinds, before and after any concrete pours. The covering, hanging, placing of tarps, covering with burlap bags or insulated blankets, visqueen, or any other type of material for purpose of protection or any other purpose shall be the work of the Laborers. The building of all runways, ramps required to convey and place concrete or other aggregates shall be the work of the Laborers. The cleaning of tools, machinery, equipment and the mixing of dry shake after the pour shall be the work of the Laborers. When conveyors are being used for placing concrete and are being handled by hand, a sufficient number of Laborers will be used. All concrete work as described above and in addition to the hooking on, the unhooking of the bucket, placing, signaling, of all concrete and other aggregates shall be the work of the Laborers. Grouting of all kinds including pumps, rotary equipment, whether precision or otherwise, involving the mixing, and conveying and placing, including all epoxy based materials, is the work of the Laborers. Sand blasting of all materials, including grade checking and set up of lasers is Laborer work.

(24) UTILITIES AND PIPELINES. All sewer, gas, water, electric, steam and drainage, excavating, digging, pipe-laying (non-metallic) filling, backfilling, when done by hand. Distribution of materials used on above work, also concreting and grouting. In no event will any Laborer be permitted to work in depths that is considered hazardous without being properly sheeted, braced and made safe to work.

(25) DRILLING AND BLASTING. Drilling, jack hammering and blasting, operation of all rock and concrete drills, including handling, carrying, laying out of hoses, steel handling, installation of all temporary lines and handling and laying out of all blasting mats involving all work in connection with blasting, handling and storage of explosives,

carrying to point of blasting, loading holes, setting fuses, making primers and exploding charges is the work of the Laborers. Directional drilling is the work of the Laborers.

(26) PRESTRESSED OR PRECAST. When prestressed or precast concrete slabs, walls or sections are used, all loading, unloading, stockpiling, hooking on, signaling, unhooking, *setting and barring into place of such slabs, walls or sections*, grouting of all precast whether by squeeze or hand, shall be the work of the Laborers.

(27) MASON TENDER. *Distribution of all materials used by a brick mason including but not limited to brick, mortar, tile, block and stone by any method including distribution by motorized wheelbarrows, power pulleys, walk along forklift trucks, rough terrain forklift including gradels or other machines of similar or like characteristics, whether driven by gas, diesel, or electric power, including the hooking on and signaling for the same, ringing signal bells on elevator hoists shall be the work of the mason tender. Mixing mortar or grout by hand or by use of gas, electric, or diesel powered equipment shall be the work of the mason tender.*

(28) PLASTERER TENDER. *Distribution of all materials used by a plasterer by any method shall be the work of a plasterer tender. When pumped, the assembly, uncoupling, bracing, propping of all connections and parts of or to equipment used in mixing or conveying, also, operation of equipment used. Tending salamander, cleaning of plaster debris, which includes scraping, sweeping and any necessary washing of floors, walls and windows and ringing signal bells on elevator hoists.*

(29) CEMENT MASON TENDER. *All distribution of all materials used by a cement mason by any method shall be the work of the cement mason tender, including but not limited to: excavating, tamping and finished grading of all driveways, sidewalks, basement, floors, and aprons; all concrete work for walls, foundations, floors, or any other construction, mixing, handling, conveying, grouting, and otherwise applying concrete whether done by hand or*

any other process; cutting of nails, wires, wall ties, raising reinforced rods, mesh, chipping, and roughing by hand or any other process; and ringing of signal bells in elevator hoists. The use of lasers, all grade checking for sub-grade and operating cement mixers is the work of the cement mason tender.

(30) TEMPORARY HEAT. When temporary heat is required for concrete work, plaster work, masonry work or to supply protection to workers or to heat shanties, the tending of these salamanders, or propane heaters, shall be the work of the Laborers.

(31) IRON WORKER TENDER. Unloading to a stockpile of reinforced rods, wire mesh, windows, window frames, doors, door bucks and angle irons when done by hand, also metal siding, lockers and uncrating of same.

(32) CARPENTER TENDER. When there is a continuous pour of concrete for construction where jacks are used, the Laborer shall be used to do all jacking on this type of work, all signaling or bell ringing on all elevator hoists, cleaning of lumber and pulling of nails, drilling for anchor bolts and dowels when drilling is done in concrete. The Union recognizes that stockpile, or stockpiles, shall mean that the Contractor representative shall designate the stockpiles at the closest point of erection. Concrete forms should be delivered to the closest point of erection; the oiling and cleaning of such forms is the work of the Laborer. Carpenter tender will convey scaffolding materials from truck to stockpiles and from stockpiles to the closest point of erection. Tender will convey dismantled scaffolding and component parts to staging area where they will inventory, clean, box component parts, band planks bracket, frames then load for shipment. Scrap or salvageable lumber going to the material yard shall be power rigged by Laborers. Hand lines used to raise or lower material or forms to a stockpile shall be performed by Laborers.

ROUGH MATERIALS.

Planking, shoring, scaffolding, framing, concrete forms,

concrete deck forms, plyscore, shall be unloaded to a stockpile or stockpiles by the Laborer.

SEMI FINISH MATERIALS.

Drywall, cooling tower materials, (floor tile and acoustical tile) shall be unloaded and stockpiled by Laborers. The unloading of crated, boxed, or cartoned cabinets, fixtures, showcases and display cases from truck to stockpile area on main floor of a building or to elevator or hoist if to be placed on upper floors of building is the work of Laborers. The unloading of crated, boxed, or cartoned trim materials such as hardware, paneling, casing, stops, molding, baseboard, chair rails, sash, doors, door jambs shall be unloaded to a stockpile on the main floor or stockpiles on the upper floors by Laborers. Office furniture that is assembled, when it arrives on job site, shall be unloaded by Laborers.

(33) CLEANING. Cleaning and clearing of all debris, including wire brushing of window frames, scraping of floors, sand blasting and pot tending, removal of surplus material from all fixtures within confines of structure and cleaning of all debris in building and construction areas is the work of the Laborers. The general clean-up, including sweeping, cleaning of fixtures, wash down and wiping on construction facility, equipment and furnishings including crates, boxes, package waste material, clean-up mopping, washing, waxing and polishing or dusting of all floors or areas, the cleaning of interior or exterior on all buildings prior to the acceptance of the building by the owner shall be the work of the Laborers. All of the above work shall apply, not only to general contractors, but to all subcontractors whose work comes within this jurisdiction, whether mechanical or otherwise.

DEEP CLEANING FOR REFINERIES AND PLANTS.

Dusting, wiping, washing, degreasing and scraping by hand or any other method including sand blasting, water blasting (high pressure included) for paint facilities, all machinery, floors, walls, ceiling and pits, including toxic / hazardous waste is the work of the Laborers.

(34) VACUUMING. The manning and operation of all motor driven vacuum systems (wet or dry) shall be the work of the Laborers.

(35) WRECKING. The wrecking or dismantling of partial or complete buildings and all structures, including all demolition and alterations in industrial plants, commercial and non-commercial work. Breaking away roof materials, homes of all kinds, with use of cutting or other wrecking tools, as necessary. Burning, or otherwise cutting, all steel structural beams. Breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap. All hooking on and unhooking and signaling when materials for salvage or scrap are removed by crane or derrick. All loading and unloading of materials carried away from the site of wrecking. All clean-up, removal of debris, burning, backfilling and renovating, the wrecking and partial wrecking of all fixtures, counters, partitions, walls, floors, shelves, asbestos removal and hazardous waste removal, etc., when not salvageable, shall be done by the Laborers.

(36) TOXIC / HAZARDOUS WASTE. All toxic / hazardous projects will be subject to any and all safety regulations and insurance provisions that may be required by the appropriate governmental agencies.

When dangerous atmospheres are present so that an employee is required to wear a special protective suit and / or self-contained breathing apparatus at a private, state, federal or other designated toxic hazardous waste site, that employee shall receive the appropriate hourly rate. Reasonable dress-up time and clean-up time will be allowed. Local 500 will designate a steward, who shall have access to company monitoring records and be kept informed of amounts of contaminants on the job site. A sheltered "safe zone" area shall be provided. There shall be wash-up facilities on all toxic/ hazardous waste sites.

(37) SKID STEER & FORKLIFT. Powered industrial truck operator (skid steer and forklift) class #4 and #5 and (rough terrain) class #7 is the work of the Laborer.

(38) LEAD ABATEMENT. Demolition, removal and disposal of any lead contaminated materials shall be the work of the Laborers.

(39) Recognizing that the funds available for construction should accomplish their greatest possible benefit for the public, the Employers and the Union agree that all machinery which increases the man-hour production of all construction workers shall be used without any restriction.

(40) In the event the Building Trades does not have a pre-job conference, it is agreed that, upon the request of either party, a pre-job conference must be held at least five (5) days prior to commencing work. It is further agreed the Union may request and hold a pre-job conference with the Contractor, and if available the owner's designated representative in attendance, on an individual Union basis, wherein the following items will be discussed and resolved:

- (A)** Hiring procedures, including employment of "key man"
- (B)** Work assignments
- (C)** Wages, hours and conditions
- (D)** Shift work
- (E)** Safety, health hazards and accident prevention
- (F)** Coffee break

(41) The parties to this Agreement will form a joint committee for the purpose of discussing trade jurisdictional problems.

ARTICLE V

WAGE RATES/ CLASSIFICATIONS

(42) Effective the first full pay period after the respective dates set forth below, the wage rates for Defiance, Fulton, Henry, Lucas, Williams and Wood Counties shall be as set forth in paragraph A on pages 14-17 of this Agreement, according to such classifications listed as Groups A- F in paragraph B of this Article, beginning on page 18 of this Agreement.

With respect to LECET contributions set out in this Article, the following applies:

(a) the contribution to Ohio LECET or Laborer- Employers Cooperation and Education Trust, shall be sent to Ohio Laborers' Fringe Benefit Office, P.O. Box 71-1883, Columbus, Ohio 43271.

(b) the contribution to Regional LECET, or Ohio Valley and Southern States Regional Laborers-Employers Cooperation and Education Trust, shall be sent to Northwest Ohio Administrator, P.O. Box 697, Toledo, Ohio 43694-0697.

Notwithstanding the Wages set out in this Agreement, when Laborers complement another craft and that craft is receiving a premium rate of pay, Laborers will also receive the same premium for "hot" or hazardous type of work.

**A. Laborers' Local #500 - Jurisdiction for Defiance, Fulton, Henry, Lucas,
Williams and Wood Counties**

Effective the first full pay period after **July 1, 2003**, wage rates will be as follows:

	Base Rate	H & W	Pen.	Ann.	T & U	LMCC	Appr.	Ohio LECET	Reg. LECET	CAF	Total
Group A*	\$20.00	2.60	1.70	2.50	.10	.05	.07	.05	.05	.26	\$27.38
Group B	\$20.20	2.60	1.70	2.50	.10	.05	.07	.05	.05	.26	\$27.58
Group C	\$20.40	2.60	1.70	2.50	.10	.05	.07	.05	.05	.26	\$27.78
Group D	\$20.50	2.60	1.70	2.50	.10	.05	.07	.05	.05	.26	\$27.88
Group E	\$10.48	2.60	1.70	2.50	.10	.05	.07	.05	.05	.26	\$17.86
Group F	\$13.50	2.60	1.70	2.50	.10	.05	.07	.05	.05	.26	\$20.88

Effective the first full pay period after **July 1, 2004**, wage rates will be as follows:

	Base Rate	H & W	Pen.	Ann.	T & U	LMCC	Appr.	Ohio LECET	Reg. LECET	CAF	Total
Group A*	\$20.25	3.20	1.70	2.50	.10	.05	.12	.05	.05	.26	\$28.28
Group B	\$20.45	3.20	1.70	2.50	.10	.05	.12	.05	.05	.26	\$28.48
Group C	\$20.65	3.20	1.70	2.50	.10	.05	.12	.05	.05	.26	\$28.68
Group D	\$20.75	3.20	1.70	2.50	.10	.05	.12	.05	.05	.26	\$28.78
Group E	\$10.73	3.20	1.70	2.50	.10	.05	.12	.05	.05	.26	\$18.76
Group F	\$13.75	3.20	1.70	2.50	.10	.05	.12	.05	.05	.26	\$21.78

*On Firebrick work, Laborers working over fifty (50) feet, Expeditors, Hot Pay, Bottom Man and Top Man shall be paid \$.75 per hour over Base Rate A.

FOREMAN - Plus \$1.00 per hour over highest journeyman base rate.

GENERAL FOREMAN - Plus \$2.00 per hour over highest journeyman base rate.

DEDUCTIONS:Dues - \$.12 + 3% of gross wages; Laborers' District Council of Ohio - \$.10; SAV - \$1.00.

Classifications

- 15
- Group A** Building and Construction Laborer, Signalman, Flagman, Tool Cribman, Carpenter Tenders, Utility Construction Laborer, Guard Rail Erectors, Deep Cleaning, and Hazardous Waste (Level A)
 - Group B** Finisher Tenders, Concrete Handler, Bottom Men, Scaffold Builders, Tunnel Laborers, Pipe Layers, Air and Power Driven Tools, Burner on Demolition Work, Swinging Scaffold, Mucker, Caisson Worker, Cofferdam Worker, Powder Men and Dynamite Blasters, Creosote workers, Mortar Mixer, Form Setter, Mason Tender, Plasterer Tender, Hod Carrier, Laser Beam Set-Up Man, Stonemason Tender and Hazardous Waste (Level B)
 - Group C** Gunite Operator and Hazardous Waste (Level C)
 - Group D** Hazardous Waste (Level D)
 - Group E** Watchman, Parking and Landscaping
 - Group F** Installation of Fencing

**Laborers' Local #500 - Jurisdiction for Defiance, Fulton, Henry, Lucas,
Williams and Wood Counties**

Effective the first full pay period after **July 1, 2005** wage rates will be as follows:

	Base Rate	H & W	Pen.	Ann.	T & U	LMCC	Appr.	Ohio LECET	Reg. LECET	CAF	Total
Group A*	\$20.58	3.80	1.70	2.50	.10	.05	.14	.05	.05	.26	\$29.23
Group B	\$20.78	3.80	1.70	2.50	.10	.05	.14	.05	.05	.26	\$29.43
Group C	\$20.98	3.80	1.70	2.50	.10	.05	.14	.05	.05	.26	\$29.63
Group D	\$21.08	3.80	1.70	2.50	.10	.05	.14	.05	.05	.26	\$29.73
Group E	\$11.06	3.80	1.70	2.50	.10	.05	.14	.05	.05	.26	\$19.71
Group F	\$14.08	3.80	1.70	2.50	.10	.05	.14	.05	.05	.26	\$22.73

Effective the first full pay period after **July 1, 2006** wage rates will be as follows:

	Base Rate	H & W	Pen.	Ann.	T & U	LMCC	Appr.	Ohio LECET	Reg. LECET	CAF	Total
Group A*	\$21.52	3.80	1.70	2.50	.10	.05	.20	.05	.05	.26	\$30.23
Group B	\$21.72	3.80	1.70	2.50	.10	.05	.20	.05	.05	.26	\$30.43
Group C	\$21.92	3.80	1.70	2.50	.10	.05	.20	.05	.05	.26	\$30.63
Group D	\$22.02	3.80	1.70	2.50	.10	.05	.20	.05	.05	.26	\$30.73
Group E	\$12.00	3.80	1.70	2.50	.10	.05	.20	.05	.05	.26	\$20.71
Group F	\$15.02	3.80	1.70	2.50	.10	.05	.20	.05	.05	.26	\$23.73

*On Firebrick work, Laborers working over fifty (50) feet, Expeditors, Hot Pay, Bottom Man and Top Man shall be paid \$.75 per hour over Base Rate A.

FOREMAN - Plus \$1.00 per hour over highest journeyman base rate.

GENERAL FOREMAN - Plus \$2.00 per hour over highest journeyman base rate.

DEDUCTIONS:Dues - \$.12 + 3% of gross wages; Laborers' District Council of Ohio - \$.10; SAV - \$1.00.

Classifications

Group A Building and Construction Laborer, Signalman, Flagman, Tool Cribman, Carpenter Tenders, Utility Construction Laborer, Guard Rail Erectors, Deep Cleaning, and Hazardous Waste (Level A)

Group B Finisher Tenders, Concrete Handler, Bottom Men, Scaffold Builders, Tunnel Laborers, Pipe Layers, Air and Power Driven Tools, Burner on Demolition Work, Swinging Scaffold, Mucker, Caisson Worker, Cofferdam Worker, Powder Men and Dynamite Blasters, Creosote workers, Mortar Mixer, Form Setter, Mason Tender, Plasterer Tender, Hod Carrier, Laser Beam Set-Up Man, Stonemason Tender and Hazardous Waste (Level B)

Group C Gunite Operator and Hazardous Waste (Level C)

Group D Hazardous Waste (Level D)

Group E Watchman, Parking and Landscaping

Group F Installation of Fencing

B. Classifications:

Group A: Building and Construction Laborer, Signalman, Flagman, Tool Cribman, Carpenter Tenders, Utility Construction Laborer, Guard Rail Erectors, Deep Cleaning and Hazardous Waste (Level A)

Group B: Finisher Tenders, Concrete Handler, Bottom Men, Scaffold Builders, Tunnel Laborers, Pipe Layers, Air and Power Driven Tools, Burner on Demolition Work, Swinging Scaffold, Mucker, Caisson Worker, Cofferdam Worker, Powder Men and Dynamite Blasters, Creosote Workers, Mortar Mixer, Form Setter, Mason Tender, Plasterer Tender, Hod Carrier, Laser Beam Set-Up Man, Stonemason Tender and Hazardous Waste (Level B)

Group C: Guniting Operator and Hazardous Waste (Level C)

Group D: Hazardous Waste (Level D)

Group E: Watchman, Parking and Landscaping

Group F: Installation of Fencing

C. Effective July 1, 2006, there will be \$.20 available (set aside) for use for Health and Welfare contributions, if needed, for the duration of the Agreement.

D. The Union will initially decide if a particular construction project is a targeted job. If the Union believes it is, the Union will notify the Association of its intention. After the Association notifies the Employer, the Union and Employer will then agree whether to classify the construction project as a targeted job.

E. The Toledo Area Maintenance Agreement is agreed to in concept.

F. In order to maintain the area standard established in the Master Agreement, the parties to said Agreement express their intent to allow signatory contractors to utilize

any or all non-economic terms contained in the Laborers-OCA Heavy / Highway Agreement, provided the wages and benefits paid to bargaining unit employees are no less than the wages and benefits set forth in this Agreement.

ARTICLE VI FRINGE BENEFITS

A. General

1. The fringe benefit provisions contained herein in paragraphs A through F inclusive of this Article shall apply to all Employer members of the Association, as herein before defined, all Employers who become signatory or bound by this Agreement, and all other Employers or Employer Groups who become a party to an Agreement relating to the fringe benefit programs described herein.

2. All Employers referred to in paragraph A-1 of this Article (all of which Employers are hereinafter referred to as "Participating Employers") who are party to and bound by this Agreement acknowledge, accept and agree to be bound by the Agreement and Declaration of Trust, as herein before and / or hereafter amended, establishing the:

- (a) Ohio Laborers' District Council - Ohio Contractors Association Insurance Fund;
- (b) Laborers' District Council - Ohio Contractors Pension Fund of Ohio;
- (c) Laborers' Local 500 Christmas Savings Plan;
- (d) Laborers' Administrative and Training Fund;
- (e) Laborers' Training & Upgrading Trust Fund;
- (f) Contractors Administrative Fund;
- (g) Laborers' Local 500 Profit Sharing Annuity Plan;

- (h)** Ohio Valley and Southern States Regional Laborers-Employers Cooperation and Education Trust;
- (i)** Ohio LECET;
- (j)** Laborers' Local #500 Apprenticeship Fund;
- (k)** Labor Management Cooperative Committee Fund.

and acknowledge, accept and agree to be bound by the Plan and Plan documents of each of said employee benefit plans. The Participating Employers and the Union further acknowledge and agree that the Trustees shall have the sole and exclusive authority to determine the rules of eligibility to participate in said Plans and the benefits and coverage to be provided therein. No person shall have a vested right to participate in any Plan nor to receive any benefits or coverage from any Plan except as expressly stated therein. The Participating Employers acknowledge and agree that copies of the Trust Agreement, Plans and Plan documents have been made available to them at the Northwestern Ohio Administrators office or the Ohio Laborers' Fringe Benefit Funds office for their review and inspection prior to the execution of this Agreement and shall be available to them during the term of this Agreement.

3. *All Participating Employers who are party to and bound by this Agreement shall be bound by the terms, provisions and conditions of all Rules, Regulations and Resolutions and amendments thereto promulgated by the Trustees of the a fore said employee benefit plans in accordance with the afore-said Trust Agreements, whether currently existing or promulgated during the term of this Agreement.*

All Participating Employers who are party to and bound by this Agreement hereby accept the designation of the Employer Trustees of all of said employee benefit plans and any successor Trustees appointed by the Association in accordance with the provisions of the Trust Agreements.

B. Contributions

1. The Participating Employers shall contribute to each and every employee benefit plan (or to the successor of any of said plans) for all employees of each such Participating Employer who are members of the collective bargaining unit represented by the Union (whether or not the employees are members of the Union), as follows:

- (a)** Ohio Laborers' District Council - Ohio Contractors Association Insurance Fund: the amount set out in **Article V**, paragraph A, "H & W", for every hour worked.
- (b)** Laborers' District Council and Contractors Pension Fund of Ohio: \$1.70 for every hour worked
- (c)** Ohio Laborers' Training and Upgrading Trust Fund: \$.10 for every hour worked
- (d)** Labor Management Cooperative Committee Fund: \$.05 for every hour worked
- (e)** Contractors Administrative Fund: \$.26 for every hour worked
- (f)** Laborers Local 500 Profit Sharing Annuity Plan: \$2.50 for every hour worked
- (g)** Ohio Valley and Southern States Regional Laborers-Employers Cooperation and Education Trust: \$.05 for every hour worked
- (h)** Ohio LECET: \$.05 for every hour worked
- (i)** Laborers' Local #500 Apprenticeship Fund: the amount set out in **Article V**, paragraph A, "Appr." for every hour worked.

NOTE: The Health & Welfare, Pension, Training & Upgrading and Ohio LECET contributions are to be paid to the Ohio Laborers' Fringe Benefit Office, P.O. Box 71-1883, Columbus, Ohio 43721, as depositors. All other fringe benefit funds

to be paid to the Northwestern Ohio Administrators, Inc. Trustees, P. O. Box 697, Toledo, Ohio 43697-0697, as depositors.

C. Deductions

1. The Employer agrees to deduct the original Union initiation fee and monthly dues, or readmission fee, for any employee who voluntarily and individually authorizes the deduction. The Union will furnish the employees proper payroll deduction authorization forms in conformity with federal and state laws and upon receipt of the authorizations properly signed by the employee, the Employer will make the required deductions. The deductions will be paid to the Union by the 15th of the month following the deduction.

2. There shall be a Dues Deduction Plan whereby the Participating Employers shall deduct the sum of twelve cents (\$.12) plus 3% of the gross hourly pay for each hour paid for every employee who has signed and provided the Employer a dues authorization form.

3. The Employer agrees to deduct from the base rate seven cents (\$.07) per hour for each hour paid; of this amount, five cents (\$.05) shall go to the Northwest Ohio Building Trades Council and two cents (\$.02) shall go to the Local 500 Organizational and Assessment Fund.

4. The Employer agrees to deduct from the base rate ten cents (\$.10) per hour for each hour paid for the Laborers' District Council of Ohio.

The Employer agrees to deduct from the base rate \$1.00 per hour for each hour paid for the Laborers' Local No. 500 Christmas Savings Plan.

D. Reporting Forms

1. All Participating Employers shall report to the Administrator(s) of the aforesaid employee benefit plans, or such other duly appointed depository, for all hours paid (or otherwise contributed for) by all employees participating in the employee benefit plans on forms provided by the Trust-

ees of the Plans. It shall be the obligation of the Employers to have and use the official reporting forms. If an Employer maintains his payroll records and information on computer or other electronic equipment and desires to use and submit the required information in the form printed out by the computer or other electronic equipment, the Employer may use and submit such forms other than official reporting forms. The Administrator, however, has the right to reject such forms.

2. All reports shall be for the full calendar month last preceding; however, an Employer may use other reporting periods subject to rejection by the Administrator.

E. Time of Payment of Contributions

1. All Participating Employers shall remit all fringe benefit amounts due and owing on or before the Fringe Benefit Payment Date, which is hereby established as the 15th day of each calendar month (or the first business day thereafter if the 15th is not a business day), for all hours paid in the prior calendar month. If the Participating Employer remits his payment by mail and the envelope is posted with a postage stamp, and if the stamp is canceled by the U.S. Postal Service on or before the 15th day of the month (or the first business day thereafter if the 15th is not a business day), it shall be deemed to have been paid timely regardless of the date of actual receipt. If the Participating Employer remits his payments by mail and his envelope is posted with an office postage meter, the payment must be received by the 15th day of the month (or the first business day thereafter if the 15th is not a business day) to be deemed paid timely. If the Participating Employer causes the fringe benefit payment to be delivered to the Fund Office, it shall be stamped as to the date and time of receipt and, if it is receipted on or before the 15th day of the month (or the first business day thereafter if the 15th is not a business day), it shall be deemed timely paid.

2. An Employer who is delinquent in the timely remittance of fringe benefit payments more than once per calendar year, or more than thirty (30) days late at any time, shall make future payments and deductions within seven (7) days following the close of the workweek for a period of one year.

3. If a Participating Employer has not remitted the total fringe benefit amounts due and owing to any Plan and filed the official reporting forms by the Fringe Benefit Payment Date as aforesaid, said Employer shall be liable to the Trustees of each employee benefit plan as to which said Employer is in default for liquidated damages in such amount as shall be established by the Trustees of each such Plan by a promulgation of Rules and Regulations in accordance with the Trust Agreements. The Trustees shall notify all Participating Employers of all promulgations of Rules and Regulations establishing and revising the liquidated damage charges and any terms, conditions and provisions thereof in advance of the enforcement thereof; but by acceptance and participation in this Agreement, all Participating Employers shall be bound by such promulgations on and after their effective dates.

4. If a Participating Employer is in violation of the provisions of paragraph E-3 hereof, in addition to the provisions thereof, the Participating Employer shall be liable to the Trustees of each said employee benefit plan as to which said Employer is delinquent or in default for reasonable attorney fees and any court of law, arbitration proceedings or federal or state administrative agency costs actually expended by the Trustees to enforce said Employer's compliance with the provisions of this Agreement.

F. Employer Delinquency Control

1. The Trustees of the several employee benefit plans may establish Payroll Audit Programs which shall be binding upon the parties. The Trustees shall also have the right to determine who shall bear the cost of the audit. The Trustees shall notify the Participating Employer, in writing, of their desire to audit and allow sufficient notice for the Participating Employer to make available at his premises those payroll records and other records, reports and data reasonably necessary to conduct the audit in accordance with generally accepted accounting principles. The Trustees and their agents and employees shall conduct the audits at such time and place and manner as to preserve the confidentiality of all information as obtained.

2. CASH DEPOSIT. All Employers shall furnish a minimum cash deposit in the amount of \$1000 at the office of the Northwestern Ohio Administrators, Inc. to assure prompt payment of the employee Health & Welfare, Pension, Vacation, Apprenticeship and Promotion funds as required by this Agreement. Those Employers employing three to five men shall be required to furnish a \$1500 cash deposit. Those Employers employing six to ten men shall be required to furnish a \$2000 cash deposit. Those Employers employing eleven to fifteen men shall be required to furnish a \$2500 cash deposit. Those Employers employing over fifteen men shall be required to furnish a \$3000 cash deposit. Provided however, that those Employers who have employed members of the Union during the preceding 24-month period and who have made all of the payments aforementioned without default, are hereby exempt from furnishing a cash deposit until such time as they become in default. Upon becoming in default, an Employer will be required to furnish a cash deposit which will be released at the expiration of the first 24-month period during which there has been no default.

3. Any Employer who has ceased all employment within the jurisdiction of this Agreement shall be entitled to a release of the cash deposit upon the payment of all of the aforementioned payments.

4. Upon release of the cash deposit to an Employer, he shall also receive the interest earned on said cash deposit.

5. In the event of a violation of this section by an Employer, the Union shall be authorized to withdraw its Laborers from said Employer until such time as said Employer complies with the requirements of this section.

G. General

1. In the event any employee benefit plan provided for in this Agreement and paid for by Participating Employer contributions is reduced or eliminated because of governmental action, the net savings, if any, to said Employer attributable to said governmental action shall revert to the employee as wages and allocated as wages or fringe benefits as determined by

the Union. The increase, if any, shall be effective as of the first day the governmental action is effective. Net savings is hereby defined to be the difference between the cost of the Participating Employer's contribution to Health and Welfare or Pension, as the case may be, and the total cost to the Employer of the governmental program which caused the reduction in or elimination of the Health and Welfare program or Pension program, as the case may be. Funds set aside during the term of this Agreement for the Health and Welfare contribution increases shall not be considered in the application of the foregoing formula and shall, if used during the term of this Agreement and in the event of governmental action, revert to the Participating Employer.

2. If the federal government institutes wage controls in any form and any portion of this Collective Bargaining Agreement is deferred or cut back, the parties shall meet promptly; and, if the action of the federal government which caused the deferral or cutback makes it legally permissible to do so, the parties shall attempt to reallocate the monetary equivalent of the deferred or cutback wages or benefits in a manner that complies legally with the action of the federal government.

If it is not legally permissible to reallocate the deferred or cut back portion, the Employer shall commence paying the wage and / or benefit rate that was deferred or cut back when and if it becomes legally permissible to do so.

3. It is acknowledged and agreed by the parties that upon the making of all contributions required of them by this Agreement, Participating Employers shall have no other or further obligation or responsibility to pay for, provide or otherwise fund any fringe benefits; it being the acknowledged intention of all parties that benefits from all employee benefit plans shall be limited to those which can be financed from the respective trust funds. The Participating Employers shall not be liable or responsible for the failure of the Trustees to secure, pay or provide the benefits contemplated in the employee benefit plans for any participant or beneficiary. The obligation of the Participating Employers shall be and is hereby expressly limited to the payment of contributions to the trust funds

and no more. If at any time any of the employee fringe benefit trust funds shall not be sufficient to pay out and provide all of the benefits provided for in the employee benefit plans, the Trustees shall take such action as may be necessary and desirable in connection with the reduction of the then existing benefits in order that the cost of the benefits shall not be greater than that which can be paid from the trust funds. Without limiting the generality of the foregoing, it is expressly acknowledged and agreed that the Participating Employer shall have no responsibility or obligation to increase its contributions to the trust funds beyond that otherwise expressly provided for herein. It is expressly acknowledged, understood and agreed that the Participating Employer does not guarantee any benefits to any participant or beneficiary; the obligation and responsibility of the Participating Employer being expressly limited to its obligation to make agreed contributions into the trust funds.

4. In the event the parties hereto desire to alter the allocation of funds from the overall economic wage package negotiated by the parties and reflected in this Agreement, to increase or decrease the amount of money being contributed to any or all of the existing employee benefit plans or deductions, they may do so upon the express conditions precedent that:

(a) the Trustees of any plan affected acknowledge and agree in writing;

(b) any such change shall amend this Agreement and become effective upon the date requested by the Union, provided the Employer is given a 60-day notice of such change. If the Union should decide to change its Vacation Plan deduction or dues deduction or assessments, changes shall become effective upon the date requested by the Union providing the Employer is given a 60-day notice.

5. If an Employer does not have a bond in the required amount, upon written notification of the Union, the Employer shall remit all contributions and deductions on a weekly basis. Said payment shall be sent to the Union who shall forward the payment to the appropriate depository.

ARTICLE VII

CONTRACTORS ADMINISTRATIVE FUND

(43) Each Employer shall pay twenty-six cents (\$.26) for each hour worked by each employee of the Employer within the bargaining unit. Such payments by check shall be made payable to the Northwestern Ohio Administrators, Inc., Trustees as depository, and shall be transmitted to the Contractors Administrative Fund, P.O. Box 697, Toledo, OH 43697-0697, no later than the 15th day of the month following the calendar month in which the work was performed. Reporting forms shall be furnished by the Trustees of the Contractors Administrative Fund to the Employers and the form shall provide that the twenty-six cents (\$.26) an hour be made by a separate check payable to the Northwestern Ohio Administrators, Inc. Trustees as depository. Delinquent contributions shall be subject to such penalties or assessments as the Trustees of the Fund may prescribe from time to time.

(44) *In no event shall the foregoing provisions of this Section be subject to or suitable for grievance and arbitration under this Agreement.*

(45) The Trustees of said Fund shall comply with all present and future federal laws governing the same.

(46) The Union shall have no participation or control of any kind or degree whatever nor shall the Union be connected in any way with the Contractors Administrative Fund.

(47) The Employer Association party to this Agreement agrees to defend, indemnify and hold harmless the Union from any and all claims made against it arising out of the establishment and existence of the Fund.

(48) The Contractors Administrative Fund may be increased at the option of the Construction Contractors Council.

ARTICLE VIII

LEGALITY/NATIONAL JOINT BOARD

(49) It is understood that the Associated General Contractors of Northwest Ohio, Inc., Labor Relations Division, is acting only as an agent in the negotiations of this Agreement for those individuals, partnerships and corporations who are members of the Associated General Contractors of Northwest Ohio, Inc., Labor Relations Division, and in no event is to be bound as principal or held liable in any manner for any breach of this Agreement by any of the Contractors for whom it is acting, or any employee of such Contractor. The Contractors who are bound by this Agreement shall not be liable for any acts or things done under or pursuant to this Agreement, except as such may be contrary to said Agreement in relation to its own employees.

(50) It is the intention of the parties that the terms of this Agreement be in conformity with all laws and regulations. In the event any provision is declared or determined to be illegal, the operation of such clause shall be suspended pending negotiation of a legal clause, but the remaining provisions of this Agreement shall remain in full force and effect.

(51) The Employer and the Union agree to abide by the rules and regulations of the Plan for the Settlement of Jurisdictional Disputes, nationally and locally approved by the Building Trades Department, AFL-CIO, and, if a dispute arises, to refer the matter to the National Joint Board. Should the Associated General Contractors of America and the Building and Construction Trades Department, AFL-CIO, agree to a voluntary plan for the settlement of jurisdictional disputes, the provisions and procedures of any such plan will become effective on the date of such Agreement.

**ARTICLE IX
LABORERS-EMPLOYERS
COOPERATION AND EDUCATION TRUST**

(52) The parties to this Agreement recognize the existence of Ohio LECET, Laborers-Employers Cooperation and Education Trust, and jointly pledge to support such trust. The Employer will contribute such amounts of money to fund this trust as both parties agree to.

**ARTICLE X
SUBCONTRACTING**

(53) The Employer agrees that any portion of the work covered by this contract to be done at the job site shall be done either by his own forces in accordance with the terms of this Agreement or by subcontractors who have signed an agreement with Local No. 500.

**ARTICLE XI
SHIFT WORK**

(54) Shift work or starting time agreement for three shift operation.

In the event of three-shift operations, the following provisions shall apply:

The work week will begin at 7:30 a.m. (summer) and 8:00 a.m. (winter) on Monday and continue through five (5) full 24-hour periods.

The first shift shall work eight (8) hours.

The second shift shall work seven (7) hours for eight (8) hours pay.

The third shift shall work seven (7) hours for eight (8) hours pay.

Three-shift operations must run for at least two (2) working days.

Night only or extra shifts shall be paid eight (8) hours time for seven (7) hours worked, when pay is regular pay. When the pay is at premium rate, such as double time, then all shifts will receive pay only for actual hours worked at the premium rates.

(56) When a night only or extra shift at regular pay works over seven (7) hours, then the hours over seven (7) shall be paid at overtime rates. The eighth (8th) and ninth (9th) hours shall be paid at time and one-half (1-1/2) and from the tenth (10th) hour and thereafter shall be paid at double time (2 times).

ARTICLE X I I

REPAIR / REHABILITATION / REMODELING / MAINTENANCE WORK

(57) All repair, rehabilitation, remodeling and maintenance work which is performed in an established operating manufacturing plant, warehouse or commercial enterprise outside the regular hours as a service and convenience to the owner, will be performed at the base rate of the employee plus seventy-five (\$.75) cents per hour.

ARTICLE X I I I

REPORTING TIME

(58) Any new employee who reports for work at the request of the Employer shall receive two (2) hours pay if not hired by the Employer and put to work, and at no time shall an employee be held on the job without being paid for the time held.

(59) All employees having worked the previous day up to quitting time, reporting on the job unless notified to the contrary, weather conditions or other causes beyond the Contractor's control permitting, shall be allowed two (2) hours pay at the regular rate. Any employee who of his own choos-

ing absents himself from work without notifying his Employer or leaves work of his own choosing before his quitting time without notifying his Employer shall not be entitled to reporting time.

(60) If an employee is put to work and employed for:

(a) less than two (2) hours, he shall receive two (2) hours pay; more than two (2) hours but less than eight (8), he shall receive hours worked rounded up to the nearest hour.

(b) Notwithstanding the foregoing, an employee must remain on the job if so requested in order to be entitled to the pay as provided above, and an employee shall be paid only for the actual time worked if he stops work of his volition.

(61) Employees shall not lose any time for traveling from job to job during working hours. Neither shall they be compelled to travel during the lunch period. All tools must be gathered and returned during working hours.

ARTICLE X I V

PARKING PROVISION

(62) Where free parking is not available, the Employer will reimburse an employee a sum, not to exceed \$2.00 per day, upon presentation of his receipt for his parking. The Employer has the option to designate the parking area.

(63) Proper access shall be provided at all times, allowing ingress and egress to the parking area.

ARTICLE X V

WORK HOURS / HOLIDAYS / BEVERAGES / PAY DAY

(64) The regular workday shall be eight (8) hours Monday through Friday. Starting time shall be 7:30 a.m. April 1st through September 30th, with the lunch period between 11:30 a.m. and 12:00 noon. Starting time shall be 8:00 a.m. October 1st through March 31st with the lunch period between

12:00 noon and 12:30 p.m. In the event job conditions warrant, the lunch period may be varied, but no employee shall be required to work more than four and one half (4-1/2) hours before eating lunch.

(65) It is understood that at times the Employer's need for productivity and efficiency on the job will not allow the crew to take lunch at the regular time. Under such circumstances, Employers may schedule part of the crew to take lunch between one hour before and one hour after the regular lunch period. If for any reason this is not possible and the employee is required to work through lunch period, he shall be paid time and one-half (1-1/2) for same and upon his request shall be given one-half (1/2) hour of unpaid time to eat lunch.

(66) The Employer, without penalty, may schedule an eight hour workday between the hours of 7:00 a.m. and 5:00 p.m. provided he gives notice of same to the Northwestern Ohio Building and Construction Trades Council before the close of business on the previous business day.

(67)(a) FOUR TENS -An Employer at his option may schedule four (4) ten (10) hour days at straight pay provided the Employer gives notice to the employees and the steward the Friday before a four-tens (4-10s) schedule is implemented. The four-tens schedule is to be used from Monday through Thursday, with Friday (not Saturday) utilized as a make-up day in accordance with make-up day requirements. Any work performed either before or after the scheduled ten (10) hour shift shall be paid at premium time. All shift rates are to be recognized in accordance with **Article XI** of this Agreement. Jobs scheduled for four tens shall be worked as four tens for the entire calendar week. Start time on four tens shall be scheduled between the hours of 6:00 a.m. and 8:00 a.m. If a holiday falls on Monday through Thursday, it will be considered a day worked for premium time purposes.

(b) Premium rate shall be paid at time and one-half (1-1/2) for the eleventh (11th) and twelfth (12th) hours worked Monday through Thursday, and on Friday when used as a make-up day. Double time (2x) shall be paid for all hours worked in

excess of twelve (12). On Fridays not used as a make-up day, time and one-half (1-1/2x) shall be paid for the first ten (10) hours worked with double time (2x) paid on all hours in excess of ten (10). Saturdays shall be paid at time and one-half (1-1/2x) for the first eight (8) hours worked with double time (2x) paid for all hours worked in excess of eight (8). All hours worked on Sundays and Holidays shall be paid at double time (2x).

(c) Any portion of the Friday make-up day worked that exceeds the number of hours lost due to weather, up to a maximum of ten (10) hours, will be paid at one and one-half times (1-1/2x) the straight time hourly rate. Friday make-up days will be scheduled for a minimum of ten (10) hours.

(68) All work outside the regular working hours, excepting variation of lunch period, shall be paid at the premium rate of pay. Premium rate shall be paid at the rate of time and one-half (1-1/2x) for the first two (2) hours of overtime after eight (8) hours of work (9th and 10th hours), double (2x) after ten (10) hours. Time and one-half (1-1/2) to be paid the first eight (8) hours on Saturday; double time (2x) after eight (8) hours on Saturday. Double time (2x) to be paid on Sundays and holidays.

(a) Saturday Make-up Day - A make-up day may be scheduled on a Saturday during a week when work was canceled due to weather conditions.

Such work shall be paid at the rate applicable if the work had been performed Monday through Friday in the Agreement and shall be voluntary on the part of the employees. Employees declining such work shall do so without penalty or recrimination. Preference for make-up day work shall be given to employees affected by the cancellation. The Union will be notified prior to Saturday make-up day being worked.

Any portion of the Saturday make-up day worked that exceeds the number of hours lost due to weather will be paid at one and one-half (1-1/2) times the straight time hourly rate. Saturday make-up days will be scheduled for a minimum of eight (8) hours.

(69) Employees may drink non-alcoholic beverages while at work.

(70) The regular pay week shall start on the first shift Monday and end before the first shift on the following Monday. Pay day shall not be later than the following Thursday.

(71) The recognized holidays shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday listed above falls on a Sunday, it will be observed on Monday. Local 500 members may, at their discretion, observe the day set aside for the observance of Martin Luther King's birthday without recrimination or discipline by the Employer.

(72) It is agreed wages shall be paid weekly in currency or by check on the job during regular working hours. Employees shall be paid in full when employment is terminated. All men shall be given their unemployment separation slip when laid off or discharged. Any employee having to wait beyond the regular quitting time for his money shall be paid at the regular overtime rate for said waiting time; however this shall be construed to apply only to the regular working hours of each day. Employees leaving their jobs of their own volition shall receive their pay the next regular pay day.

(73) The above conditions shall apply except that those Employers who have an established record of payment of fringe benefits to a designated depository for a period of 24 months shall have the privilege of paying off an employee who has been laid off, within 24 hours excluding Saturday, Sunday or holidays, and then by the first working day following, at a place designated by the employee from the following alternatives: in the mail to the home of the employee, to the Union Hall, or at the office of the Employer.

ARTICLE X V I

PICKETING

(74) (a) It shall not be a violation of this Agreement for employees covered by this Agreement to refuse to cross a picket line and perform work in any instance, where:

(b) the purpose of the picketing is lawful, and is duly authorized by the Union so picketing, and

(c) the establishment thereof is not contrary to or in violation of any valid law.

(d) However, for the good of the industry both parties pledge their immediate cooperation to eliminate any of the above mentioned possibilities.

ARTICLE X V I I

FOREMAN

(75) *The Employer shall designate a foreman whenever eight (8) or more men, regardless of the number of crews, are engaged by the Employer to perform work coming within the jurisdiction of the Union. When there are separate crews of six (6) or more employees, a foreman shall be designated for each crew.*

(76) The wage rate for any foreman selected by the Employer shall be \$1.00 per hour over the journeyman base rate of pay.

(77) When an Employer employs more than eighteen (18) Laborers on a job, a general foreman shall be named. A general foreman shall receive \$2.00 per hour over the highest base rate of pay of Laborers under his direction. The general foreman shall be a member of Local 500.

(78) The Laborer foreman shall be selected by the Employer. Upon request of the Employer, the Union may undertake to furnish individuals with sufficient qualifications and experience to perform the duties and responsibilities of the

foreman. The designation of the individual as foreman is exclusively the responsibility of the Employer.

(79) However, in any case, an Employer-appointed foreman must be a member of the Laborers' International Union of North America, Local No. 500.

(80) If the job warrants a Laborer foreman, Laborers or tenders shall receive orders directly from the foreman. However, if the job does not qualify for a foreman, the Laborers or tenders shall receive orders directly from the job superintendent or whomever the Employer may designate.

ARTICLE XVIII AUTHORIZED UNION REPRESENTATIVE

The duly authorized representative of Local No. 500, if having in his possession proper credentials, shall be permitted to visit jobs during working hours to interview Employers, stewards or an employee, but shall in no way interfere with the progress of the work. All Employers must furnish business agents with proper credentials to contact all jobs.

(82) The business manager or field representative of the Union shall have the right to select an individual to act as a steward on the job and whose duty it will be to enforce the terms and conditions set forth in this Agreement. Provided the individual designated as steward by the Union has the qualifications and the experience, he shall remain on the job until it has been completed with the exception of one (1) foreman, provided he has been employed as a foreman on the project for 30 days or more. It shall be the duty of the business manager or field representative of the Union to inform the Employer of the identity of the steward upon his selection.

ARTICLE XIX STEWARD

(83) The steward shall be allowed reasonable time to perform his steward duties with the least interference to the job. The steward's activities shall be conducted on the Employer's

immediate job site. The steward shall be notified when a layoff occurs. When Laborers are working overtime, the steward shall be one of them.

(84) If there is a steward on the project when it is temporarily halted or shut down for thirty (30) days or less for any reason, said steward will be the first Laborer employee given the opportunity to return to work on the same project for the same Employer. This provision shall not apply after 24 hours notice to the Union Hall, excluding Saturday or Sunday.

Stewards are to work, except on jobs of unusual size, and then shall not work only after agreement between the Employer and business representative involved. (It shall be left to each individual Union and Employer to decide if a job is of unusual size.) If in the opinion of the Employer the job steward is not performing his duties impartially, the Employer or his representative shall agree not to lay off, discharge or transfer the steward on the job until he has discussed the matter with the business manager or his representative, who shall meet for such discussion on the job site within twenty-four (24) hours after notification to the Union office, Saturday, Sunday and holidays excluded, and adjust the difficulty to the mutual satisfaction of both parties.

(85) The steward shall be allowed to accompany any member of the Union who is seriously injured to see that proper medical attention is given and the employee's welfare taken care of at no lost time. If injured employee has to be taken to the hospital or to his home, the steward will furnish both company and Union with a complete report.

ARTICLE X X DISMISSAL

(86) No employee shall be dismissed by the Employer or his representative or penalized by the Union by reason of making a complaint or giving evidence in respect to an alleged violation of this Agreement.

ARTICLE X X I

GRIEVANCE AND ARBITRATION

(87) All disputes, claims or grievances regarding the interpretation or application of the existing labor agreement shall first be taken up between the employee involved and / or the job steward and / or the business representative of the Union and the Employer and / or his representative. These parties shall attempt to settle the grievance. No grievance shall be filed or processed on facts or events which have occurred prior to seven (7) calendar days before the grievance is filed.

(88) In the event a settlement is not reached, the dispute, claim or grievance shall be referred by either party in writing, on an approved form, to the Joint Labor Relations Board of the parties to this contract within three (3) regular working days, and such board shall take action within seven (7) calendar days.

ARTICLE X X I I

SUBSTANCE ABUSE

(89) It is the policy of the Employer to prohibit the manufacture, sale, possession or use of a controlled substance in the workplace. All employees are required to comply with this policy and shall notify the Employer of any conviction for a criminal offense which occurred at the workplace during working hours involving a criminal drug statute. This notice must be given within five (5) days of the conviction.

(90) The Employer reserves the right to discipline, up to possible termination, any employee convicted of a criminal drug offense which occurred at the workplace during working hours and employees so convicted may be required to participate in an approved drug abuse program at no cost to the Employer. Discipline may also be imposed and criminal prosecution initiated for the possession or use of a controlled substance in the workplace. This notice is being issued to comply with the requirements of the Drug Free Workplace Act, P.L. 100-440.

(91) The NWOGLCA Substance Abuse Policy shall be in effect for all bargaining unit employees working under the collective bargaining agreement in Laborers' Local 500.

ARTICLE X X I I I

PHYSICAL EXAMINATIONS

(92) If an Employer requires an employee to have a physical examination, the Employer shall pay the cost of the physical examination and will pay the employee's regular rate of pay for all time needed to have the physical examination.

ARTICLE XXIV

WORKERS' COMP. / UNEMPLOYMENT INS. / SOCIAL SECURITY

(93) Employers shall provide protection for employees in conformity with the provisions of the Workers' Compensation Act of Ohio, unemployment insurance and Social Security.

(94) *The Employer at all times must carry Workers' Compensation, Social Security and unemployment insurance, and must have sufficient funds on deposit to meet all payrolls. In cases where coverage is not carried, this shall be sufficient cause for refusal to work for the Employer not carrying protection.*

ARTICLE X X V

JOB SITE FACILITIES

(95) The Employer shall provide a suitable shanty where *employees may dress, keep their clothes and eat their lunches.* Said shanty or shelter house shall meet necessary sanitation requirements and shall be heated and made comfortable to a reasonable degree. Suitable toilet facilities shall be provided on all jobs.

(96) If employees are requested to work in inclement weather, they shall be furnished with ample protection by the Employer, namely, raincoats, boots, rubber pants, slickers, etc.

(97) An adequate supply of potable water shall be provided in all places of employment.

(98) The Employer shall furnish ample protective clothing, namely: raincoats, knee or overboots, headgear, etc. when employees are required to work in mud, concrete or inclement weather or any other wet conditions. Protective clothing shall be issued to the individual for the duration of the job and shall not be reissued until it has been thoroughly sanitized and dried. Protective clothing issued may be chargeable to the employee if lost or damaged beyond ordinary wear and deterioration.

ARTICLE X X V I ARBITRATION

(99) This Agreement between the Northwestern Ohio Building Trades Council and Associated General Contractors of Northwest Ohio, Inc., Labor Relations Division, requiring the arbitration of all disputes, dated June 1, 1939, with all amendments and changes, together with all rules and regulations for its enforcement, is by reference incorporated into and made a part of this Agreement, the same as if specifically set forth herein.

ARTICLE X X V I I TERMINATION FOR NON-ASSOCIATION CONTRACTORS

(100) The Union will notify the Association which is signatory to this Agreement of the name and address of any contractor who becomes signatory to or bound by this Agreement during the term of this Agreement. The notice shall be given in writing within seven (7) days of the time any such contractor becomes signatory or bound hereto. The notice shall include a copy of the signature page of the contract or the assent card and, if not noted thereon, a statement of the date the contract or assent card was signed or the date the contractor became bound.

(101) Within seven days of the receipt of a notice from the Union of its intent to terminate or modify this Agreement, the Association will notify all such Contractors of whom the Association has been notified by the Union. Each such Contractor shall have 30 days from the date the Association received the notice of intent to terminate or modify to advise the Union in writing of its intent to negotiate separately for a renewal agreement.

(102) In the event any such Contractor fails to advise the Union of its intent to negotiate separately within the time period set forth above, such Contractor shall be deemed and presumed to agree to the terms and agreement arrived at in negotiations between the Union and the Association and to be bound by the Collective Bargaining Agreement resulting therefrom.

(103) The provisions of this Section shall operate for successive Collective Bargaining Agreements until such time as the Employer or Union gives *timely notice that said party desires to negotiate separately*. Said notice shall be given within the time periods provided in the termination clause of this Agreement or any successive Collective Bargaining Agreement.

ARTICLE XXVIII

HEALTH & WELFARE AND PENSION PLAN

(104) The parties hereto, as part of this Agreement, agree to abide by the terms of the Laborers' District Council Health and Welfare and Pension Plans.

(105) Upon agreement between the Employer and the Union to establish terms of a Defined Contribution Pension Plan, the Employer shall allocate the amount of money requested by the Union from the base hourly wage rate to establish a Defined Contribution Pension Plan. The Employer shall appoint an equal number of Trustees to establish and serve on this Defined Contribution Pension Plan's Board of Trustees.

ARTICLE X X I X WORKING RULES

(106) It is expressly understood that working rules, by-laws, conditions, practices or customs, unless same are specifically mentioned in this Agreement, shall not be interpreted as being a part hereof.

(107) Should any working rule herein contained conflict in any manner with any Article in the Contract, then the Article shall prevail.

(108) Construction work not covered by this Agreement shall be governed by the wages and working conditions contained in agreements which the Union has with the Employers in such other divisions of the construction industry. This shall not apply to jobs of one day's duration or less.

ARTICLE X X X MORE FAVORABLE TERMS

(109) If the Union furnishes workers to any Employer under any more favorable terms or conditions, including wage rates, than those contained herein for the work covered by this Agreement, the Union agrees that such more favorable terms and conditions shall automatically be extended to the Employer for that project or projects.

ARTICLE X X X I OFF-THE-JOB TRAINING PROGRAM

(110) Having endorsed a Building Trades Training Program as approved by the Office of Economic Opportunity, the parties agree to amend this Contract to the extent necessary in order to implement said program.

(111) The parties to this Agreement shall establish a committee which will study the development of an off-the-job training program using rates and procedures approved by Local

500, the Laborers' International Union and the Associated General Contractors of Northwestern Ohio, Inc., Labor Relations Division. Such rates shall not be used for on-site construction.

(112) The parties to this Agreement will comply with the Federal and State Executive Orders on Equal Employment Opportunity.

(113) The parties shall establish an apprentice program. All costs associated with the establishment and the on-going training shall be paid by the Employer. The Standards of Apprenticeship shall be incorporated into this Master Agreement as if fully written herein. The Apprentice Committee shall establish the apprentice wage rates and the number of apprentices allowed.

ARTICLE X X X I I

APPRENTICES

(114) All matters pertaining to apprentices shall be governed by the terms and conditions of the Apprenticeship Standards to which the Union and Employers are bound as if fully rewritten herein.

(115) In order to assure proper training for apprentices, the following ratio of journeymen to apprentices shall prevail:

The ratio of apprentices to journey workers as a total of each employer's Laborers in the Union's jurisdiction shall be:

One (1) apprentice after one (1) journey worker employed;

Two (2) apprentices after five (5) journey workers employed;

Three (3) apprentices after nine (9) journey workers employed;

One (1) apprentice for every four (4) journey workers employed thereafter.

The ratio shall be consistent with the proper supervision,

training, safety, continuity of employment, and applicable provisions in the collective bargaining agreement.

(116) **Apprentice Wages** - Apprentices shall be paid a progressively increasing schedule of wages consistent with skills and knowledge acquired. The rate for each period of the apprenticeship is expressed as a percentage of the skilled Construction Craft Labor journey worker's rate specified in the collective bargaining agreement. The approximate time interval for each period is indicated; it may be adjusted for individual apprentices making accelerated progress, or extended as may be required for unsatisfactory progress. Such adjusted periods may be made only by JATC action. The schedule that follows provides for four equal periods of approximately 1,000 hours of work and training each period:

- First period - 50% of journey worker's rate
- Second period - 60% of journey worker's rate
- Third period - 70% of journey worker's rate
- Fourth period - 90% of journey worker's rate

In no instance will the starting rate be less than the hourly minimum of the Fair Labor Standards Act. The apprentice rate shall be based on the collective bargaining agreement unless a higher rate is specified by applicable federal or state law or regulation. All apprentices will be entitled to all fringe benefits provided in the collective bargaining agreement.

ARTICLE X X X I I I
EMPLOYEE COMPETITION / SIGNATURES

(117) It is specifically agreed that no worker (hourly employee) a member of the Union, shall do any work in competition with an Employer signing this Agreement.

Executed at Toledo, Ohio, as of the 1st day of July, 2003.

Associated General Contractors
of Northwest Ohio, Inc.
Labor Relations Division

/s/ William J. Brennan

Local No. 500, Laborers'
International Union Of
North America

/s/ Steven T. Thomas

Signed and Approved by
Laborers' District Council Of Ohio

/s/ Jack L. Shaw

ADDENDUM A

HAZARDOUS WASTE REMOVAL AND LEAD ABATEMENT

For Laborers working in an exclusive or "hot" area with toxic or hazardous materials, one of the following personal protective equipment ensembles will be required for necessary protection against toxic contaminants.

LEVEL A (Wage Group A) to be worn only in established "safe zones" may consist of, from normal work clothes to normal skin protection such as gloves, face shields, goggles, coveralls and occasionally respiratory protection.

LEVEL B (Wage Group B) protective equipment includes a protective suit and an Air Purifying Respirator (APR) with the appropriate filter canisters. The ensemble is used when the contaminants are reliably known not to be hazardous to the skin and not IDLH (Immediately Dangerous to Life or Health) and correct filter protection is available. This ensemble offers adequate protection for many jobs.

LEVEL C (Wage Group C) protective equipment includes a chemically resistant splash suit and SCBA or Airline Respirator. This ensemble is required when the situation is very hazardous, such as oxygen deficient atmospheres, IDLH atmospheres, or confined space entries, but the risk of skin exposure is not as great as in Level D situations. The Level C ensemble gives the second highest level of protection.

LEVEL D (Wage Group D) protective equipment is required when the area has been determined to contain extremely toxic contaminants or contaminants unknown but may be expected to be extremely toxic and / or Immediately Dangerous to Life and Health (IDLH). This ensemble includes a fully encapsulated chemical suit (moon suit), Self Contained Breathing Apparatus (SCBA), or Airline Fed Respirator, and various types and numbers of boots and gloves; cool vests and voice activated radios are optional equipment sometimes worn. Level D ensembles provide the highest level of protection from contaminants, but places the greatest physical and mental stress on the worker.

ADDENDUM B

ADDITIONAL SPECIALIZED JURISDICTION

Asbestos, Lead and Hazardous Waste Removal

The removal, abatement or encapsulation of asbestos, lead and / or toxic and hazardous waste or materials within the Laborers' jurisdiction shall include the following:

The erection, moving, servicing and dismantling of all enclosures, scaffolding, barricades, etc., and the operation of all tools and equipment (including generators, compressors and vacuums) normally used in the removal or abatement of asbestos, lead and toxic and hazardous waste or materials; the labeling, bagging, cartoning, crating or otherwise packaging of materials for disposal; the transportation and disposal of all such materials to any authorized disposal; as well as the clean up of the work site and all other work incidental to the removal, abatement or encapsulation of asbestos, lead or toxic and hazardous waste materials.

Cathodic Protection Installations

This group will include all construction and demolition work in conjunction with cathodic protection, including but not limited to, all testing, welding, cleaning (by any mode or method), drilling of holes, installation of anchors and electrical wire, mounting of rectifiers, running conduit and pulling wires to connect to DC side of rectifier. Installation of conductive paste, spray or roll on all necessary coatings or paint, installing anodes and conductive gels. Loading, unloading, transporting, handling, sizing, fitting and placement of all materials as well as operating any and all necessary equipment for same.

LABORERS' INTERNATIONAL UNION OF NORTH
AMERICA

LOCAL UNION NO. 500, AFL-CIO
2270 Ashland Ave. Toledo, Ohio 43620
(419) 243-3279

ACCEPTANCE MEMORANDUM BETWEEN
LABORERS' LOCAL NO. 500
and

(Employer)

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned Employer, although not a member of the Associated General Contractors of Northwest Ohio, Inc., Labor Relations Division, does hereby join it, adopt and accept the Collective Bargaining Agreement heretofore made by the said Association and Laborers' Local No. 500, Toledo, Ohio, and agrees to be bound by all terms and conditions of said agreement, and agrees to pay the wage rates therein set forth, including any provisions therein contained for contributions to insurance funds or programs in which the Union participates for the benefit of employees represented by it, and does subscribe to the Declaration of Trusts or Trust under which said programs are administered and agrees to be bound thereby and by any amendments thereto, and agrees to make contributions as required therein, and authorizes the said parties to name Trustees and successor Trustees to administer said Fund or Funds, and hereby ratifies and accepts such Trustees and the terms and conditions of said Trusts as fully and completely as if made by the undersigned.

Employer _____

Address _____

City _____ State _____ Zip Code _____

Telephone No. (_____) _____

FAX No. (_____) _____

Authorized Representative and Title:

Date _____

Ohio Unemployment Compensation No. _____

Workers' Compensation No. _____

Steven T. Thomas, Business Manager- Local 500

LABORERS' INTERNATIONAL UNION OF NORTH
AMERICA
LOCAL UNION NO. 500, AFL-CIO
2270 Ashland Ave. Toledo, Ohio 43620
(419) 243-3279

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Ohio Unemployment Compensation No. _____

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AMERICA
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Authorized Representative and Title:

Date _____

Ohio Unemployment Compensation No. _____

Workers' Compensation No. _____

Steven T. Thomas, Business Manager- Local 500

NOTES

[illegible]



William J. Brennan, Secretary

Associated General Contractors
of Northwest Ohio, Inc.
Labor Relations Division

1845 Collingwood Boulevard
Toledo, Ohio 43624-1049

Phone: (419) 241-3601

Fax: (419) 241-8636

E-Mail: wbrennan@cccouncil.com

**The cost of printing this building contract
agreement between Laborers' Local No. 500
and the Associated General Contractors of
Northwest Ohio Inc., Labor Relations Division
has been paid by Ohio LECET
in pursuit of labor-management cooperation
and understanding.**



**Laborers-Employers Cooperation and Education Trust
88 North Fifth Street • Columbus, Ohio 43215-3232**

